

General conditions of delivery and sale of UZIMET B.V. of Rijswijk (Z.H.)

1. These General Conditions shall apply to all legal relations in which Uzimet BV acts as (prospective) vendors and/or suppliers of goods and/or services, even after termination of an agreement. The applicability of any General Conditions used by the principal is rejected explicitly. These General Conditions can only be deviated from in writing.
2. All offers shall be without engagement unless they contain a period for acceptance. If an offer contains an offer without engagement and it is accepted Uzimet BV shall be entitled to revoke that offer within two working days after receipt of the written acceptance.
3. Uzimet BV shall not charge cost estimates, plans and recommendations separately if an order is given on the strength of them. In the opposite case Uzimet BV shall be entitled to charge all expenses of making those cost estimates, plans and recommendations. Although Uzimet BV always tries to have the cost estimates and plans designed by Uzimet BV and the recommendations made by Uzimet BV conform to the highest standards, Uzimet BV excludes every liability for any damage that should arise during or as a result of use of the cost estimates, plans and recommendations given by Uzimet BV, unless damage has arisen owing to Uzimet BV's wilfulness or gross negligence.
4. If after the date of the offer and Uzimet BV's written confirmation the material prices or other cost factors, the prices of auxiliary materials and raw materials, such as electricity, the prices of parts that Uzimet BV obtains from third parties, wages, salaries, social insurance charges, government burdens, freights or insurance premiums undergo an increase, including a price increase of materials and parts as a result of a depreciation of the Euro or if owing to any other circumstance the basis of Uzimet BV's price calculation changes, this at Uzimet BV's judgment, even if this is caused by circumstances foreseeable at the time of the offer and acceptance, Uzimet BV shall be entitled to raise the price agreed at the time of acceptance of the order. Such an increase shall not entitle the principal to rescind the agreement. Even if part of the agreement has already been performed Uzimet BV shall be entitled to revise the prices for the quantities yet to be delivered, as stated in this article. Uzimet BV shall also have this right if Uzimet BV's suppliers reserve the right to change the prices or conditions at any time or from a certain time.
5. If in long-term contracts during the contract period it appears that certain articles and/or manufactures and/or semi-manufactures are no longer present in the product range of Uzimet BV suppliers existing at the time of conclusion of those contracts, or are no longer supplied by them on the originally applicable conditions, Uzimet BV shall be entitled, without any action for damage against Uzimet BV, to decide not to proceed with delivery or, if the principal agrees, to supply the article that is most similar at the price applicable to it.
6. Illustrations, catalogues, drawings and weight and measurement statements and also information about properties of materials and structures that Uzimet BV provides shall not be binding on Uzimet BV. The said documents shall remain Uzimet BV's property. The principal shall see to it that they are not copied, handed to third parties or allowed to be inspected by them. If the provisions of this article are infringed the principal shall owe a fine of EUR 5,000 for every infringement, irrespective of all Uzimet BV's other rights to performance, rescission, compensation etc.
7. The prices that Uzimet BV charges for its goods shall be exclusive of V.A.T. Delivery shall be made ex works, unless agreed otherwise in writing, in which case delivery shall be made in conformity with the modalities of the Incoterms.
8. The principal shall be obliged to take receipt of the goods or to collect them. If the principal does not fulfil this obligation Uzimet BV shall be entitled to grant the principal a new period of at least 30 days. If within that further period the principal does not take off the goods either, all consequences thereof shall be for account of the principal, including storage charges. More especially Uzimet BV shall then be entitled to claim rescission of the agreement and/or compensation.
9. Uzimet BV shall not be obliged to pack the goods. In so far as goods have been packed Uzimet BV shall make a charge for the packing separately. Unless agreed otherwise Uzimet BV does not take back the packing.
10. The time of delivery shall commence after Uzimet BV has accepted the order in writing. The time of delivery stated or agreed shall be an approximation. If Uzimet BV does not deliver in time Uzimet BV shall therefore have to be held in default in writing. Stated times of delivery must never be considered fatal periods.
11. Uzimet BV reserves the ownership of goods supplied or to be supplied by Uzimet BV until it has received full payment for:

- a. the performance due from the principal for all the goods supplied or to be supplied by virtue of the agreement and also the operations done or to be done by virtue of such an agreement;
- b. claims for the principal's failure to perform such agreement(s);

The principal shall not be permitted to rely on any lien as regards the storage charges and to set off these charges against any performance due from him. As long as the ownership of the goods has not passed to the principal the principal must not encumber those goods with a public or unpropertied lien or grant third parties any other right in connection with those goods, either within or without the normal conduct of his business. If this prohibition is violated, the purchase price in respect of all the goods supplied by Uzimet BV to the principal shall be payable at once in full, irrespective of the conditions of payment agreed. The principal shall be obliged to keep all the goods falling under Uzimet BV reservation of ownership with all due care and as Uzimet BV's recognizable property.

12. Uzimet BV's invoices must be paid by the principal within or in accordance with the period and manner indicated on the invoice. The payments are to be made effectively in the currency agreed and without setoff, discount and/or suspension. In the event of delivery in instalments this shall apply to each instalment. In the event of late payment of an invoice all the principal's obligations of payment shall become claimable at once, irrespective whether Uzimet BV has already sent an invoice on the subject. From the date on which in pursuance of the invoice or in pursuance of special conditions payment is to be made the principal shall owe an interest to the amount of the discount-rate for promissory notes of the statutory interest pursuant to Sections 6:119a and 6:120 of the Netherlands Civil Code per annum, without any notice of default being required. This interest for late payment is to be paid if and as soon as Uzimet BV has notified this to the other party, all this without prejudice to and alongside Uzimet BV's right to claim the principal sum immediately. Every payment of the principal shall serve primarily to pay the extrajudicial collecting charges payable by him and the judicial charges and shall afterwards be deducted from the interest payable by him and this on the oldest claims outstanding, irrespective of a different instruction by the principal. Uzimet BV shall be entitled to raise the invoice amount by one per cent as a credit limitation. The said interest for late payment shall also be charged on this increase.

13. If the principal does not or not in time fulfil any obligation that results for him from this or any other agreement concluded with Uzimet BV, and also in the event of bankruptcy, suspension of payment, stoppage or liquidation of the principal's business, he shall automatically be deemed to be in default and Uzimet BV shall be entitled without any notice of default and without judicial interposition to suspend the performance of this and any other agreements current between him and Uzimet BV or to claim cash payment for them, even if other arrangements had been made, or to rescind all or part of the agreement, at Uzimet BV's discretion, without being bound to any compensation or guarantee but without prejudice to the further rights due to Uzimet BV. In these cases each claim that Uzimet BV has or get against the principal shall be payable at once and in full. In that case Uzimet BV shall also be entitled to take back the goods immediately at the place where they are present. The principal empowers Uzimet BV now for that future contingency to enter the spaces used at or for the principal. All the expenses involved in taking back the goods shall be for account of the principal.

14. All the expenses, both judicial and extrajudicial, that result for Uzimet BV from the principal's non-fulfilment of any obligation resulting for him from the agreement and these conditions shall be entirely at the expense of the principal. The extrajudicial collecting charges shall be 10% of the principal sum.

15. Complaints concerning externally visible defects, including quantity and execution are to be made in writing, but at the latest 14 days after delivery, failing which every claim against Uzimet BV in respect of those defects shall lapse. Barring counter-evidence the quantities stated by Uzimet BV on the waybills, delivery notes and similar documents shall be considered correct. Complaints about defects not externally visible are to be made in writing within 14 days after their discovery - and at the latest within 8 days after expiry of the period of guarantee specified in article 16, failing which any claim on Uzimet BV in respect of the defects shall expire. Goods processed shall be considered to have been approved.

16. Uzimet BV guarantee for products made by Uzimet BV ourselves shall only apply to defects of manufacture. Any reliance on the guarantee must have been received by Uzimet BV in writing within 2 months after delivery. Any right to guarantee shall lapse if the instructions and guidelines for maintenance, use, installation, storage etc. given by Uzimet BV have not been observed. At the same time any right to guarantee shall lapse if the principal does not or not in time fulfil any obligation resulting from an agreement concluded with Uzimet BV. The guarantee shall never extend beyond free replacement of the product supplied or parts thereof, this entirely and exclusively at Uzimet BV's

assessment. Any further liability shall be excluded. The guarantee for (parts of) goods that have not been manufactured by Uzimet BV itself shall be limited to the guarantee that Uzimet BV receives from its supplier with deduction of expenses made by Uzimet BV in that connection. Claims and defences based on facts that would justify the proposition that the goods supplied do not comply with the agreement shall be subject to a limitation period of one year after delivery.

17. Uzimet BV shall not be liable in any way whatsoever for damage resulting from the use (including use at variance with the nature and/or deviating from the customary purpose) of goods supplied by Uzimet BV, unless the principal proves that it is due to gross negligence or wilfulness on Uzimet BV's part. The principal shall be obliged to exclude Uzimet BV's liability in respect of his customers as well.

18. The principal undertakes to indemnify Uzimet BV completely against pretensions, actions and claims that third parties could enforce against Uzimet BV in connection with the goods supplied by it and that go beyond Uzimet BV's liability according to these General Conditions of Delivery and Sale.

19. If Uzimet BV lodges any risk for non-payment with a reliable credit insurance company and if it withdraws its credit limit - also relying on the fact that its risk only commences at the time of delivery by Uzimet BV to the principal - while the agreement with the principal has already been concluded but has not been carried out or not in full Uzimet BV shall at all times be entitled to demand full payment in deviation from contractual provisions to the contrary in so far as Uzimet BV has carried out the agreement - albeit without delivery - before proceeding to delivery and, if the principal does not comply with this, to declare the agreement rescinded and to recover the loss resulting therefrom for Uzimet BV from the principal, while the principal shall not have any claim for compensation on Uzimet BV in that event.

20. Without prejudice to the other rights due to Uzimet BV, it shall be entitled, if Uzimet BV is prevented by force majeure to carry out the agreement, to suspend the performance of the agreement or to rescind the agreement in full or in part without judicial interposition, at Uzimet BV's discretion, without being obliged to make any compensation or guarantee. For the purposes of this matter force majeure shall be any circumstance as a result of which the performance of the agreement cannot be expected in reason from the principal any more, including import and/or export and/or currency restrictions, war, war risk, civil war and insurrection, strike, lock-out, transport difficulties, fire and other breakdowns in Uzimet BV's business or that of its suppliers and delay in delivery, for whatever reason, of materials ordered by Uzimet BV; all the above, both in The Netherlands and in countries of origin and in areas where materials ordered by Uzimet BV are transported or processed.

21. Dutch law shall apply to this agreement and to agreements that are a result of it disputes between Uzimet BV and the principal, falling within the competence of the District Court (Arrondissementsrechtbank) shall be judged exclusively by the court of the place of Uzimet BV's establishment except if Uzimet BV chooses the competent court of the principal's place of residence or establishment as plaintiffs or petitioners.

22. The Dutch text of these General Conditions of Delivery and Sale shall prevail over its translations. If any provision or any part of a provision of these General Conditions of Delivery and Sale is not binding in full or in part for any reason, this shall not detract from the binding force of the remaining provisions of these General Conditions of Delivery and Sale or of the remaining part of the relevant provision.

Notice of the rights to the amounts under our invoice have been pledged as security.

The rights to the amount due under our invoice have been pledged (verpand) as security to Wells Fargo Capital Finance (UK) Limited (Wells Fargo). Your remittance should therefore be made to Wells Fargo to the bank account indicated in our invoice.

Filed at the Chamber of Commerce of THE HAGUE.